


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings    ▸ ▸ ▸    ▾    ▾    ▾    ▾    ▾    ▾    ▾					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> North American Pipe Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Bank of America, N.A.</u> Internal _____ Address: _____  Street Address: <u>55 S. Lake Avenue, Suite 900</u> City: <u>Pasadena</u> State: <u>CA</u> Zip: <u>91101</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Association</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>07/31/2003</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>76/140,044;</u> <u>78/094,995; 76/359,294; 76/359,293</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <u>2,236,524; 2,130,990;</u> <u>2,130,940</u>		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Priscilla L. Ferguson</u>  Internal Address: <u>Haynes and Boone, LLP</u>  _____  Street Address: <u>901 Main Street, Suite 3100</u>  _____  City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">7</span>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>190.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>08-1394</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between;"><div>Priscilla L. Ferguson, Reg. No. 42,531 Name of Person Signing</div><div style="text-align: center;"> Signature</div><div style="text-align: right;"><u>08/05/03</u> Date</div></div> <div style="display: flex; justify-content: flex-end; margin-top: 5px;"><span style="border: 1px solid black; padding: 2px;">6</span></div> <div style="text-align: center; margin-top: 5px;"><small>Total number of pages including cover sheet, attachments, and document:</small></div>					

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

D-1156428

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of July 31, 2003, is made by the undersigned ("*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "*Borrowers*"), Agent, and certain lenders ("*Lenders*") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and issue Letters of Credit on behalf of Borrowers;

B. That certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery is a condition precedent to Lenders' obligations to extend credit under the Loan Documents;

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*");

(a) all of its trademarks, service marks, trade names, trade styles, trademark and service mark applications and registrations, trademark applications, trademark registrations, and related licenses to which it is a party including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any , service mark, trade name, trade style, or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the applicable provisions of *Section 25* of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]**

Signature Page to that certain Trademark Security Agreement dated as of July 31, 2003, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

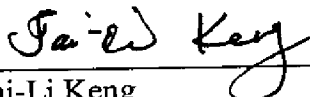
EXECUTED to be effective as to the Closing Date.

Grantor's Address:

2801 Post Oak Boulevard  
Houston, Texas 77056  
Attention: Treasurer  
Facsimile No.: 713.960.9420

NORTH AMERICAN PIPE CORPORATION,  
as Grantor, a Delaware corporation

By:

  
\_\_\_\_\_  
Tai-Li Keng  
Vice President

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 002694 FRAME: 0980

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks Registered by North American Pipe Corporation**

Mark	Serial/Reg. No.	Filing/Reg. Date ("R")
AMERIFLOW	2,236,524	4/6/1999 R
PRESIDIO	2,130,990	1/20/1998 R
PRESIDIO	76/140,044	10/3/2000
PRESIDIO	78/094,995	11/26/2001
RELIANT	76/359,294	1/15/2002
SENTINEL	76/359,293	1/15/2002
WESTECH	2,130,940	1/20/1998 R

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**RECORDED: 08/05/2003**

**TRADEMARK  
REEL: 002694 FRAME: 0981**